

ATTACHMENT I

TIME BROKERAGE FEES

1. Programmer shall pay to Vision Alaska on, or within five (5) business days after, the first business day of each month an amount equal to the monthly budget(s) for the Stations for such month (which budget for this purpose shall contain only those types of items that are or will be Monthly Expenses, as defined below) (the "Monthly Expense Estimate"). The monthly budget and Monthly Expense Estimate shall be based on the applicable annual budget(s) for the Stations and shall be prepared in good faith by Vision Alaska and Programmer at least ten (10) days prior to the end of the applicable month. If the parties do not agree on the Stations' budget(s) for a given month, then it shall be prepared by Vision Alaska in good faith to reflect its reasonable judgment as to Stations' anticipated Monthly Expenses. Notwithstanding any provision contained herein, the parties acknowledge and agree that all payments (and reimbursements thereof) shall be made in the manner contemplated in the annual summary forecast spreadsheet delivered to One Georgia Bank so that the respective parties will have broadcast cash flow in accordance with the methodology set forth therein.

2. Within fifteen (15) business days after the conclusion of each month, the parties shall review documentation of the Monthly Expenses for such month. If the Monthly Expenses for a month are more than the Monthly Expense Estimate for such month, then Programmer shall promptly pay (but in any event within three (3) business days after the determination thereof) to or for the benefit of Vision Alaska the difference; and if the Monthly Expenses for a month are less than the Monthly Expense Estimate for such month, then, at the option of Programmer, either Vision Alaska shall promptly pay (but in any event within three (3) business days after the determination thereof) Programmer the difference, or such difference may be deducted from the next succeeding Monthly Expense Estimate payment.

3. In addition, for each calendar year, Programmer shall promptly pay to Vision Alaska an amount equal to 1% of the Stations' net revenues in excess of \$2,000,000.

4. The term "Monthly Expenses" used herein shall mean and include, on a monthly basis (or partial month, as applicable) the sum of: (i) Five Hundred Dollars (\$500); (ii) the aggregate amount of all Operating Expenses (as defined below); (iii) the aggregate amount any and all taxes and other governmental charges of every kind and nature incurred or imposed upon Vision Alaska (or its members) or the Stations, including FCC fees; (iv) the aggregate amount of the Stations' capital expenditures to the extent that they have been approved by Programmer (which approval shall not be unreasonably withheld); (v) the aggregate amount of all of reasonable accounting, tax return preparation, legal fees and expenses, resident agent fees, annual report fees, and other similar fees and expenses of Vision Alaska and the Stations; (vi) all payments in respect of Indebtedness for Borrowed Money (as defined below) (including principal and interest and any fees, expenses or other payments required pursuant thereto); (vii) the aggregate amount of all amortization and depreciation on the assets and properties of Vision Alaska; and (viii) any other expenditures reasonably incurred by Vision Alaska or the Stations, including any litigation, proceeding or claim settlements, awards or judgments.

5. The term "Operating Expenses" used herein shall mean and include all of the operating expenses of the Stations and Vision Alaska and shall include all depreciation and amortization in

respect of the assets and properties of Vision Alaska. Without limiting the foregoing, Operating Expenses shall include all items contained within the following line item categories:

Operating Expenses¹

Engineering
Programming
Plant
Promotion
Production
Sales
News
G&A
Satellite Station direct operating expenses
Film Payments

6. The term “Indebtedness for Borrowed Money” used herein means all indebtedness and obligations of Vision Alaska at any time under and with respect to: (i) the senior secured loan in the original principal amount of \$1,111,111 from One Georgia Bank guaranteed by the U.S.D.A. Business and Industry Program; (ii) Vision Alaska’s guaranty of the 12% secured note in the original principal amount of \$369,810² from Smith Media, LLC and Smith Media License Holdings, LLC; (iii) all future advances and loans made by Programmer to Vision Alaska, if any, from time to time; (iv) any other loans or advances to Vision Alaska approved by Programmer; and (v) any and all amendments, modifications, supplements, replacements and refinancings of any of the foregoing, whether with any of the foregoing lenders or otherwise.

7. Time is of the essence in Programmer’s payment of the amounts set forth herein to Vision Alaska.

¹ The parties acknowledge that the line item categories listed below are consistent with the pro forma financial statements for the Stations prepared by Programmer and included within such line item categories are all of the relevant items intended to be reflected therein.

² The principal amount of such note is subject to adjustment as provided in Section 2.4 of the applicable Asset Purchase Agreement.

ATTACHMENT II

BROADCAST STATIONS PROGRAMMING POLICY STATEMENT

The following sets forth the policies generally applicable to the presentation of programming and advertising over television broadcast stations KATN(TV), Fairbanks, Alaska (“KATN”) and KJUD(TV), Juneau, Alaska (“KJUD”; collectively with KATN and their related digital television stations, the “Stations”). All programming and advertising broadcast by the Stations must conform to these policies and to FCC Requirements.

Stations Identification

The Stations must broadcast a station identification announcement once an hour as close to the hour as feasible in a natural break in the programming. The announcement must include (1) the station’s call letters; followed immediately by (2) the station’s city of license, *provided* that the station’s channel number may be inserted between the call letters and station location. Stations identification on the digital channel must use the Stations’ major channel number.

Broadcast of Telephone Conversations

Before recording a telephone conversation for broadcast or broadcasting such a conversation simultaneously with its occurrence, any party to the call must be informed that the call will be broadcast or will be recorded for later broadcast, and the party’s consent to such broadcast must be obtained. This requirement does not apply to calls initiated by the other party which are made in a context in which it is customary for the station to broadcast telephone calls.

Sponsorship Identification

When money, service, or other valuable consideration is either directly or indirectly paid or promised as part of an arrangement to transmit any programming, the Stations at the time of broadcast shall announce (1) that the matter is sponsored, either in whole or in part; and (2) by whom or on whose behalf the matter is sponsored. Products or services furnished to the Stations in consideration for identification of any person, product, service, trademark, or brand name shall be identified in this manner. Any programmer providing such programming agrees to include in its provided programming announcements in a form reasonably satisfactory to Stations at the beginning and end of each program, and hourly, as appropriate, indicating that time has been purchased by the programmer.

In the case of any political or controversial issue broadcast for which any material or service is furnished as an inducement for its transmission, an announcement shall be made at the beginning and conclusion of the broadcast stating (1) the material or service that has been furnished; and (2) the person(s) or association(s) on whose behalf the programming is transmitted and at the end of the advertisement in the case of an advertisement by a political candidate, a statement (a) identifying the candidate on whose behalf the time was purchased, (b) stating that the candidate approved the broadcast, and (c) stating that the spot has been paid for by the candidate or the candidate’s authorized committee. However, if the broadcast is of five (5) minutes duration or less, the required announcement need only be made either at its beginning or end. Political programming that advocates the election or defeat of federal candidates or solicits political contributions, but is not authorized by a federal candidate or his authorized campaign committee, must state that the

programming is not authorized by any federal candidate and identify the name of the responsible political party, committee, person and/or connected organization paying for the broadcast. Prior to any sponsored broadcast involving political matters or controversial issues, the Stations shall obtain a list of the chief executive officers, members of the executive committee, or board of directors of the sponsoring organization and shall place this list in the station's public inspection file. The Stations with the assistance of any programmer providing programming shall also maintain and place in its public file the record keeping requirements contained in the Bipartisan Campaign Reform Act of 2002 for advertisements or messages relating to any political matter of national importance.

Payola/Plugola

The Stations, their personnel, or their programmers shall not accept or agree to accept from any person any money, service, or other valuable consideration for the broadcast of any matter unless such fact is disclosed to the Stations so that all required station identification announcements can be made. All persons responsible for Stations programming must, from time to time, execute such documents as may be required by Stations management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements.

Rebroadcasts

The Stations shall not rebroadcast the signal of any other broadcast station without first obtaining such station's prior written consent to the rebroadcast.

Children's Programming

The Stations shall broadcast requisite amounts of educational and informational programming designed to further the positive development of children aged 16 years and younger.

Political Broadcasting

All "uses" of the Stations by legally qualified candidates for elective office shall be in accordance with FCC Requirements, including equal opportunities requirements, reasonable access requirements, and lowest unit charge requirements.

Obscenity and Indecency

The Stations shall not broadcast any obscene material. Material is deemed to be obscene if the average person, applying contemporary community standards in the local community, would find that the material, taken as a whole, appeals to the prurient interest; depicts or describes in a patently offensive way sexual conduct specifically defined by applicable state law; and taken as a whole, lacks serious literary artistic, political, or scientific value.

The Stations shall not broadcast any indecent material outside of the periods of time prescribed by the Commission. Material is deemed to be indecent if it includes language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs.

Billing

No entity which sells advertising for airing on the Stations shall knowingly issue any bill, invoice, or other document which contains false information concerning the amount charged or the broadcast of advertising which is the subject of the bill or invoice. No entity which sells advertising for airing on the Stations shall misrepresent the nature or content of aired advertising, nor the quantity, time of day, or day on which such advertising was broadcast.

Contests

Any contests conducted on the Stations shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading, or deceptive with respect to any material term.

Hoaxes

The Stations shall not knowingly broadcast false information concerning a crime or catastrophe.

Emergency Information

Any emergency information which is broadcast by the Stations shall be transmitted both aurally and visually or only visually.

Lottery

The Stations may advertise and provide information about any state lottery and about lotteries conducted by non-profit groups, other Governmental Authorities, and, in certain situations, by commercial organizations if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Stations management.

Advertising

The Stations shall comply with all federal, state, and local laws concerning advertising, including all laws concerning misleading advertising, the advertising of alcoholic beverages, and advertising in children's programming.

Programming Prohibitions

Knowing broadcast of the following types of programs and announcements is prohibited:

False Claims. False or unwarranted claims for any product or service.

Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.

Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.

Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive, or offensive, as evaluated by Stations management.

Violence. Any programs which are excessively violent.

Unauthenticated Testimonials. Any testimonials which cannot be authenticated.

Vision Alaska's Discretion Paramount

In accordance with Vision Alaska's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, Vision Alaska reserves the right to reject or terminate any programming or advertising proposed to be presented or being presented over the Stations which is in conflict with Stations' policy or which in the reasonable judgment of Vision Alaska or its management level employee would not serve the public interest.

ATTACHMENT III

PAYOLA STATEMENT

The following is the form of Anti-Payola/Plugola Affidavit:

State of _____)
) ss:
City/County of _____)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

_____, being first duly sworn, deposes and says as follows:

1. He is _____ of _____.
[Position]
2. He has acted in the above capacity since _____.
3. No matter has been broadcast by television broadcast stations KATN(TV), Fairbanks, Alaska (“KATN”) and KJUD(TV), Juneau, Alaska (“KJUD”; collectively with KATN, the “Stations”) for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as he is aware, no matter has been broadcast by the Stations for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by the Stations or by any independent contractor engaged by the Stations in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. In the future, he will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on the Stations.
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the express knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.
7. He, his spouse, and his immediate family [do / do not] have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director of, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:
 - A. The publishing of music;

- B. The production, distribution (including wholesale and retail sales outlets), manufacture, or exploitation of music, films, tapes, recordings, or electrical transcriptions of any program material intended for radio broadcast use;
- C. The exploitation, promotion, or management of persons rendering artistic, production, and/or other services in the entertainment field;
- D. The ownership or operation of one or more than one radio or television station;
- E. The wholesale or retail sale of records intended for public purchase;
- F. Advertising on the Stations, or any other station owned by its Vision Alaska (excluding nominal stockholdings in publicly owned companies).

8. The facts and circumstances relating to such interest are [none / as follows]:

Affiant

Subscribed and sworn to before me this

_____ day of _____, 201__.

Notary Public

My Commission expires: _____.

SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT ("Agreement") is made and entered into as of May 13, 2010 by and between COASTAL TELEVISION BROADCASTING COMPANY LLC, a Delaware limited liability company ("Coastal"), and VISION ALASKA I, LLC, a Delaware limited liability company ("Vision Alaska").

WITNESSETH:

WHEREAS, Vision Alaska is the licensee of television broadcast station KIMO(TV), Anchorage, Alaska ("KIMO");

WHEREAS, Coastal is the licensee of television broadcast station KTBY-TV, Anchorage ("KTBY"; collectively with KIMO, the "Stations" or, individually, a "Station"); and such Station is located in the same designated market area as KIMO;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the parties are also executing and delivering a Joint Sales Agreement (the "Joint Sales Agreement"), pursuant to which Vision Alaska will sell to Coastal advertising time on KIMO;

WHEREAS, the parties desire to share certain facilities and the cost of certain services in connection with the Stations' operations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Sharing Arrangements Generally. From time to time, Coastal and Vision Alaska agree to share the costs of certain services and procurements which they individually require in connection with the ownership and operation of the Stations. Such sharing arrangements may take the form of joint or cooperative arrangements, or the performance of certain functions relating to the operation of one Station by employees of the owner and operator of the other Station (subject in all events to the supervision and control of personnel of the owner and operator of the Station to which such functions relate), or may be otherwise structured, and will be governed by terms and conditions upon which Vision Alaska and Coastal may agree from time to time. Such sharing arrangements may include the co-location of the studio, non-managerial administrative and/or master control and technical facilities of the Stations and the sharing of groundskeeping, maintenance, security and other services relating to those facilities, subject to any existing legal obligations of any party. In performing services under any such sharing arrangement (including those described in Section 4), personnel of one party will be afforded access to, and have the right to utilize, without charge (except as set forth in this Agreement), assets and properties of the other party to the extent necessary or desirable in the performance of such services.

2. Certain Services Not to Be Shared.

(a) Senior Management Personnel. At all times, each Station will have personnel performing the typical functions of at least the minimum number and type of management and other employees as are required by the Communications Laws (as defined below). Such personnel (i) will be retained solely by the party which owns and operates such Station and will report solely to such party, and (ii) will have no managerial involvement or responsibility in respect of the operation of the other Station.

(b) Programming. Each of Coastal and Vision Alaska will maintain, for the Station owned and operated by it, separate managerial and other personnel to carry out the selection and procurement of programming for such Station, and in no event will Coastal, Vision Alaska or the Stations share services, personnel, or information on procurement expenses pertaining to such matters, except as set forth in Section 4(g) below.

(c) Payables. Coastal personnel will not engage in the payment of accounts payable of Vision Alaska arising under contracts for the license of programming run or to be run on KIMO or the payment of Vision Alaska's payroll with respect to KIMO.

3. General Principles Governing Sharing Arrangements. All arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended, the rules, regulations and published policies of the FCC, as in effect from time to time (collectively, the "Communications Laws"), and all other applicable federal, state, and local laws, rules, regulations and pertinent governmental policies (the Communications Laws and all such other laws, rules, regulations and governmental policies, collectively, "Legal Requirements"). The arrangements made pursuant to this Agreement will not be deemed to constitute "program services" (except as provided in this Agreement), "time brokerage," "local marketing," or similar arrangements or a partnership, joint venture, or agency relationship between Coastal, Vision Alaska or the Stations, and no such arrangement will be deemed to give either Coastal or Vision Alaska any right to control the policies, operations, management or any other matter relating to the Station owned and operated by the other party. All arrangements contemplated by this Agreement, including the specific arrangements set forth in Section 4, are subject to modification upon mutual agreement of the parties so long as such arrangements, so modified, continue to be consistent with the principles set forth in this Section 3. All contracts produced, arranged or executed by Coastal shall be executed in the name of Coastal and not in the name of or on behalf of Vision Alaska or KIMO, and Coastal shall not represent that it is the owner or licensee of KIMO. The parties acknowledge and agree that call letters, trademarks and other intellectual property shall at all times remain the property of the respective parties and that neither party shall obtain any ownership interest in the other party's intellectual property by virtue of this Agreement, although, subject to the preceding sentence, Coastal may make reasonable use of KIMO's call letters, trademarks and other intellectual property during the term of this Agreement as useful or necessary for its performance relating hereto subject to such reasonable policies as Vision Alaska shall establish from time to time, which policies shall be communicated in writing to Coastal and shall not be inconsistent with the intent and purposes of this Agreement.

4. Certain Specific Sharing Arrangements. In furtherance of the general agreements set forth in Sections 1 through 3 above, Vision Alaska and Coastal have agreed as follows with respect to, among other things, the sharing of certain services:

(a) Execution of Promotional Policies. Subject to direction and control by Vision Alaska management personnel, Coastal personnel will execute the promotional policies of KIMO. Such execution will include such tasks as graphic design, production and media placement and buying.

(b) Back-Office and Accounting. Subject to direction and control by management personnel of Vision Alaska, Coastal personnel shall also carry out all back-office accounting, traffic, continuity and such other tasks necessary to supply such functions and tasks for KIMO.

(c) Master Control. Master control operators and related employees of Coastal will carry out master control functions for KIMO, subject to the direction and control of Vision Alaska management personnel.

(e) Technical Services. Subject to direction and control by management personnel of Vision Alaska, Coastal personnel will perform (I) monitoring and maintenance of KIMO's technical equipment and facilities, and (II) the engineering functions of a Chief Operator for KIMO.

(f) Transmission Facilities Maintenance. Subject to direction and control by Vision Alaska management personnel, Coastal personnel will also maintain and repair (as needed) the transmission facilities of KIMO.

(g) Newscast Production.

(I) Production and Delivery. In order to enlarge news broadcasts in the Stations' market and utilizing both KIMO facilities and, as determined by Coastal, KTBV personnel and facilities, Coastal will provide, as soon as practicable following the date hereof, fully-staffed and produced newscasts for broadcast on KIMO (the "Newscasts"); provided that the Newscasts will not comprise more than 15% (by duration) of the programming broadcast on KIMO during any broadcast week. Coastal will be responsible for delivering the Newscasts to KIMO's broadcast facilities. Vision Alaska shall make available to Coastal (at no additional cost to Coastal) such technical facilities of KIMO as may be necessary to deliver the Newscasts to KIMO's transmission facilities. Coastal will use reasonable efforts to provide such Newscasts that are of a quality appropriate to KIMO's market and of interest and designed to cover news related to KIMO's community of license and service area. The Newscasts will be produced exclusively for Vision Alaska for broadcast on KIMO, but may include non-exclusive videotape, graphics, news stories, field reports and other material. Vision Alaska personnel will determine the title and format of the Newscasts, and the Newscasts will have an "on-air appearance" as if they had been originated by Vision Alaska through KIMO.

(II) Commercial, Advertising and Promotional Spots. Vision Alaska will determine the amount of commercial advertising time and promotional time to be provided for during the Newscasts.

(III) Editorial Control and Responsibility. Coastal will use reasonable efforts to maintain a system of editorial review to ensure the accuracy, prior to broadcast, of all investigative reports and other stories prepared by Coastal personnel and included in the Newscasts.

(IV) ABC News Feeds. Subject to Vision Alaska, Coastal and ABC entering into a news sharing agreement in form and substance agreeable to the parties and ABC, Coastal will be free to utilize, at its discretion, the ABC News feed footage in the Newscasts.

(V) Operating Procedures. Vision Alaska and Coastal will collaborate to create Newscast operating procedures which will provide the basis for daily operations, contingencies, KIMO's access to breaking stories, procedures for editorial compliance with Communications Laws (including quarterly programs/issues requirements), regularly scheduled operations, editorial and ratings reviews and guidelines for access by Vision Alaska personnel and KIMO customers to the Stations' facilities.

(VI) Licensee Programming Discretion. Notwithstanding the foregoing, Coastal expressly acknowledges and agrees that Vision Alaska, as licensee of KIMO, retains the right to interrupt, preempt or delete all or any part of the Newscasts.

(h) Co-Location of Facilities. Coastal and Vision Alaska will share a main studio location, master control facilities, production facilities and other broadcast facilities as may be agreed upon by the parties from time to time. All shared facilities will be located at 2700 East Tudor Road, Anchorage, Alaska. Vision Alaska and Coastal will share such other facilities as may be agreed upon by the parties.

5. Budget. Vision Alaska shall have the right to review and approve the annual budget prepared by Coastal in respect of carrying out its responsibilities under this Agreement; provided, however, that Vision Alaska shall have control and discretion over KIMO's programming, personnel and finances.

6. Fee; Service Standard.

(a) In consideration of the services provided herein by Coastal, Vision Alaska shall pay Coastal the monthly fees set forth on Schedule A attached hereto and incorporated herein by this reference.

(b) Coastal shall perform services required hereunder in a manner that complies in all material respects with applicable Legal Requirements and generally accepted broadcast standards.

7. Term. This Agreement shall become effective, and the term of this Agreement shall commence, as of 12:01 AM, Anchorage, Alaska time on the date of this Agreement set forth in the first paragraph of this Agreement. Subject to Section 12 hereof, the term of this Agreement shall be for a period of five (5) years commencing on the date hereof (the "Initial Term"), provided that the term of this Agreement shall be automatically extended and renewed for up to four (4) additional five (5) year periods (each an "Extended Term" and, collectively with the Initial Term, the "Term") unless either party provides the other party with written notice of nonrenewal at least one hundred eighty (180) days prior to the expiration of the applicable Term.

8. Indemnification.

(a) Coastal Indemnification. Coastal shall indemnify and hold harmless Vision Alaska and its members (managing or non-managing), managers, officers, affiliates, employees, agents, representatives, successors and assigns (collectively, the "Vision Alaska Indemnified Parties" or individually, a "Vision Alaska Indemnified Party") from, against and in respect of, and shall pay to the Vision Alaska Indemnified Parties the amount of, any and all claims, losses, costs, expenses, liabilities and damages (including interest, penalties and reasonable attorneys' fees) (collectively, "Losses"), that any Vision Alaska Indemnified Party incurs or suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to: (i) any breach or default by Coastal of its representations, warranties, covenants, agreements or obligations under this Agreement; (ii) the actual or alleged violation or breach of any third parties' rights, or of the Communications Laws or other applicable Legal Requirements, as a result of the provision of any news content provided by Coastal or its employees in the Newscasts, or any variation by Coastal or its employees of any content provided by Vision Alaska or its employees in such Newscasts; (iii) any

actual or alleged violation by Coastal of applicable Legal Requirements in the performance of its obligations hereunder; or (iv) the conduct of Coastal or any of its employees, officers, managers, representatives, members, contractors or agents. Notwithstanding the foregoing, no Vision Alaska Indemnified Party shall be entitled to indemnification hereunder for any Losses it may suffer or incur that are caused by its (or any other Vision Alaska Indemnified Party's) willful misconduct or any intentional breach by Vision Alaska of this Agreement and then, in any case, solely to the extent thereof, provided that the parties acknowledge and agree that the foregoing exception to Coastal's indemnity obligations hereunder shall be limited solely to the extent and amount of Losses caused by such intentional breach or such willful misconduct, and further provided that, for purposes of the foregoing, any such willful misconduct or intentional breach of Vision Alaska shall be limited solely to the actions of Stephen C. Brissette as the "Manager (as such term is used and defined in the limited liability company agreement of Vision Alaska) of Vision Alaska (the "Vision Alaska Manager")".

(b) Vision Alaska Indemnification. Vision Alaska shall indemnify and hold harmless Coastal and its members, managers, officers, affiliates, employees, agents, representatives, successors and assigns (collectively, the "Coastal Indemnified Parties" or individually, a "Coastal Indemnified Party"), from, against and in respect of, and shall pay to the Coastal Indemnified Parties the amount of, any and all Losses that any Coastal Indemnified Party incurs or suffers directly or indirectly in connection with, with respect to, or arising from or otherwise relating to the willful misconduct or intentional breach by Vision Alaska of this Agreement caused by the actions of the Vision Alaska Manager and then, in any case, solely to the extent thereof. Notwithstanding the foregoing, no Coastal Indemnified Party shall be entitled to indemnification hereunder for any Losses it may suffer or incur that are caused by its (or any other Coastal Indemnified Party's) willful misconduct or any intentional breach by Coastal of this Agreement and then, in any case, solely to the extent thereof, provided that the parties acknowledge and agree that the foregoing exception to Vision Alaska's indemnity obligations hereunder shall be limited solely to the extent and amount of Losses caused by such intentional breach or such willful misconduct.

(c) Procedures for Indemnification. The procedures for indemnification shall be as follows:

(i) Any Vision Alaska Indemnified Party or Coastal Indemnified Party seeking indemnification under Section 8 (a "Claimant") shall assert a claim for indemnification by giving written notice thereof (a "Claim Notice") to the party for which indemnification is claimed (the "Indemnitor"). If the claim relates to an action, suit or proceeding filed by another person or entity against Claimant (a "Third-Party Claim"), then the Claim Notice shall be given by Claimant within ten (10) Business Days after written notice of such action, suit or proceeding was given to Claimant and shall include true and complete copies of all suit, service and filed claim documents. For purposes of this subsection, any Claim Notice that is sent within ten (10) Business Days of the date upon which the Claimant actually learns of such Damages shall be deemed to have been "prompt notice"; provided that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(ii) With respect to any Third Party Claim, the Claimant and the Indemnitor shall each make available to the other Party or its representatives all records and other materials in the first party's possession reasonably required by the other party for use in contesting or defending any Third-Party Claim. Upon the receipt of a Claim Notice with respect to a Third-Party

Claim, the Indemnitor shall have the right to participate in or undertake (at its own expense) and assume control of, by counsel or representatives of its own choosing, the defense of such claim, and the Claimant agrees to reasonably cooperate with the Indemnitor; provided, however, that the Indemnitor may not assume control of the defense of such claim unless it shall unconditionally agree in writing to indemnify the Claimant for all Losses relating to such claim disclosed in the Claim Notice regarding which the Indemnitor confirms in writing its obligation to indemnify the Claimant under Section 8(a) or (b) hereof, as the case may be (and such agreement and confirmation shall only be between Coastal and Vision Alaska and shall not be deemed an admission of liability on the part of the Indemnitor as against such third party). If the Indemnitor elects to assume control of the defense of any Third-Party Claim, then (i) the Indemnitor shall conduct the defense of the Third-Party Claim diligently and in good faith, (ii) the Claimant shall have the right to participate in the defense of such claim at the expense of Coastal and shall not settle or compromise the Third-Party Claim, and (iii) the Indemnitor shall have the power and authority to settle or consent to the entry of judgment in respect of the Third-Party Claim without the consent of the Claimant only if the judgment or settlement results only in the payment by the Indemnitor of the full amount of money damages (which are paid in full by the Indemnitor) and includes a release of the Claimant from any and all liability thereunder, and, in all other events, the Indemnitor shall not consent to the entry of judgment or enter into any settlement in respect of a Third-Party Claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. If the Indemnitor does not elect to assume control of the defense of any Third-Party Claim, or the Indemnitor shall elect to assume control of such defense but not conduct the defense of the Third-Party Claim diligently and in good faith, then the Claimant may defend through counsel of its own choosing and in such manner as it reasonably deems appropriate with such defense being at Indemnitor's expense (to the extent Indemnitor is liable therefore under Section 8(a) or (b), or under any written agreement between Indemnitor and Claimant with respect to such claim), and the Indemnitor shall be bound by any judicial determination made in such action or any commercially reasonable compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses incurred by the Claimant (to the extent Indemnitor is liable therefore under Section 8(a) or (b), or under any written agreement between Indemnitor and Claimant with respect to such claim); provided, however, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense (and any settlement discussions) and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense, compromise or settlement thereof. If a Third-Party Claim requires immediate action, the parties hereto will use commercially reasonable efforts to reach a decision with respect thereto as expeditiously as possible.

(d) Survival of Indemnities. The indemnification obligations of Coastal and Vision Alaska under this Section 8 shall survive any termination or expiration of this Agreement.

9. No Setoff Rights, Etc. The obligations of Coastal or Vision Alaska under this Agreement, including the respective obligations to indemnify the Vision Alaska Indemnified Parties or the Coastal Indemnified Parties, as applicable, as provided in Sections 8(a) or (b) above shall not be subject to any reduction, limitation, impairment, or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise of any of the Losses, and, subject to applicable law, shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Losses or any discharge of the obligor from any of the Losses in a bankruptcy or similar proceeding or otherwise which such party may assert. Without limiting the generality of the foregoing, the obligations of Coastal or Vision Alaska under this Agreement shall not be discharged or impaired or otherwise

affected by the failure of the other or any other indemnified party hereunder to assert any claim or demand or to enforce any remedy hereunder or under any other agreement, by any waiver or modification, or by any other act or omission that might in any way operate as a discharge of Coastal or Vision Alaska, as applicable, as a matter of law.

10. Insurance. With respect to KIMO operations and properties (including the Newscasts and assets and properties owned by Coastal but used by or for the benefit of Vision Alaska), Coastal shall obtain and maintain at all times, and pay for, insurance policies covering broadcasters' liability, including libel, slander, invasion of privacy and the like, general liability, blanket crime, business interruption, property damage, automobile liability and workers' compensation, in such forms and amounts as the parties shall determine (with each party acting reasonably), with each such policy covering both parties hereto, either as primary loss payee or as an additional named insured, and each party's senior lender shall (to the extent required by such party's credit agreement therewith) also be named as a loss payee and an additional named insured, under such policy as it pertains to KIMO, to the extent that their respective interests may appear. Each such policy of insurance shall provide for notice to both parties and their senior lenders, if required, prior to cancellation thereof. Upon request, Coastal shall provide Vision Alaska with certificates evidencing such insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies. Coastal shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees.

11. Events of Default. Each of the following, after the expiration of the applicable cure periods, if any, shall constitute an "Event of Default" under this Agreement:

(a) Vision Alaska's Non-Payment. Vision Alaska's failure to pay or remit to or for the benefit of Coastal any payment described in Section 6(a) above in a timely manner, which failure is not cured within ten (10) business days following written notice thereof by Coastal to Vision Alaska;

(b) Default in Covenants. The default by either party in the material observance or performance of any material covenant or agreement contained herein, that continues for thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default, provided that such 30-day period will be extended for a reasonable period of time if (i) the default is capable of being cured, (ii) the defaulting party is acting in good faith to cure such default, and (iii) such extension is not materially adverse to the other party;

(c) Breach of Representations or Warranties. The material breach by either party of any material representation or warranty made by it herein, which shall prove to have been false or misleading in any material respect as of the time made;

(d) Bankruptcy, Etc. Either party (i) makes a general assignment for the benefit of creditors or (ii) files or has filed against it a petition for bankruptcy, for reorganization, or for the appointment of a receiver, trustee or similar creditors' representative for a substantial portion of the property or assets of such party under any federal or state insolvency law, which petition has not been dismissed or discharged within ninety (90) days after the filing thereof; or

(e) Joint Sales Agreement. There shall have occurred an "Event of Default", as defined and used in the Joint Sales Agreement.

12. Termination; Effect of Termination; Survival.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below:

(i) upon the occurrence (and during the continuance) of an Event of Default, the non-defaulting party may terminate this Agreement by written notice to the defaulting party, provided that the non-defaulting party is not also in material breach of this Agreement or the Joint Sales Agreement;

(ii) if the parties shall fail to reform this Agreement as set forth in Section 15(b) hereof, then this Agreement shall terminate as provided in such section;

(iii) if the Joint Sales Agreement or the Time Brokerage Agreement, dated as of the date hereby, by and between Coastal and Vision Alaska II, LLC shall be terminated in accordance with its terms, then this Agreement shall automatically terminate without action of any party; or

(iv) upon the mutual written consent of both parties.

Further, this Agreement shall automatically terminate if Vision Alaska is no longer the FCC licensee for KIMO, or upon sale of KIMO.

(b) During any period prior to the effective date of any termination of this Agreement, Coastal and Vision Alaska agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that KIMO's operations will continue, to the extent reasonably possible, in accordance with the terms of this Agreement, and that the termination of this Agreement is effected in a manner that will minimize, to the extent reasonably possible, any material disruption of the KIMO's ongoing operations.

(c) The terms of this Section 12 shall survive any termination of this Agreement, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement or limit or impair any party's rights to receive payments due and owing or accruing under this Agreement on or before the effective date of such termination (including Coastal's obligations under Section 6(a) hereof). Termination of this Agreement shall not relieve any party for liability for breach of any provision of this Agreement occurring prior to termination.

13. Representations and Warranties. The representations, warranties and covenants of the parties set forth in Sections 14 and 15 of the Joint Sales Agreement are incorporated herein by this reference as if fully set forth herein, provided that the term "Agreement" as used in the Joint Sales Agreement shall, for this purpose, be deemed to refer to this Agreement.

14. Certain Limitations. Notwithstanding any provision of this Agreement to the contrary, (i) any fact or circumstance that occurs as a result of any action by Vision Alaska, or failure by Vision Alaska to act when under a duty to act, in accordance with the terms hereof or the Joint Sales Agreement or as a result of Vision Alaska's activities or operations with respect to KIMO that is caused by Coastal's breach or default of this Agreement or the Joint Sales Agreement (including the failure to make the payments described in Section 6(a) hereof) shall not be deemed a default or

breach by Vision Alaska of its representations, warranties, covenants or agreements in this Agreement or the Joint Sales Agreement; and (ii) any fact or circumstance that occurs as a result of any action by Coastal, or failure by Coastal to act when under a duty to act, in accordance with the terms hereof or the Joint Sales Agreement or as a result of Coastal's activities or operations with respect to KIMO shall not be deemed a default or breach by Vision Alaska of its representations, warranties, covenants or agreements in this Agreement or the Joint Sales Agreement.

15. Renegotiation Upon Challenge; Unenforceability.

(a) If this Agreement is challenged in whole or in part at or by a governmental authority or is challenged in whole or in part in a judicial forum, the parties and their respective counsel, each at the expense of Coastal, shall cooperate and jointly defend this Agreement and the parties' performance hereunder throughout all such proceedings to the extent commercially reasonable.

(b) If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules and policies, while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement and the Joint Sales Agreement. The parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the parties are unable to negotiate a mutually acceptable modified Agreement as provided in the first and second sentences of this Section 15(b) within sixty (60) days of the applicable event, then either party may terminate this Agreement upon written notice to the other.

16. Exclusivity. The rights and remedies set forth in this Agreement, including indemnification and termination, together with the rights and remedies set forth in the Joint Sales Agreement and any other written agreement between or among the parties hereto (or their affiliates, including Vision Alaska II, LLC) entered into contemporaneously herewith (collectively, the "Relevant Agreements") shall be the exclusive rights and remedies to which any party may at any time be entitled with respect to the subject matter of this Agreement or any of the Relevant Agreements. No amendment, alteration or repeal of this Agreement, any of the Relevant Agreements or of any provision hereof or thereof shall limit or restrict any right of any party under this Agreement or any of the Relevant Agreements in respect of any action taken or omitted by such party prior to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy under any of the Relevant Agreements, and every other right and remedy under any of the Relevant Agreements shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy under any of the Relevant Agreements.

17. Force Majeure. Any failure or impairment of any Station's facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Vision Alaska or Coastal, or for power reduction necessitated by maintenance of other nearby stations, shall not constitute a breach of this Agreement. In the event that any such act or event shall prevent KIMO from operating at full power, Vision Alaska and Coastal shall cooperate and use their commercially reasonable efforts to return KIMO's operations to full power as soon as practicable. The parties shall submit and prosecute insurance claims in good faith against their insurance policies covering KIMO and its facilities (including those owned by Coastal and used by KIMO) in the event of the occurrence of any loss or other covered event under the terms of such policies, and apply any proceeds received on such insurance policies, or remit such proceeds to Coastal to be applied for such purpose, to repair or replace KIMO's facilities.

18. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(i) If to Coastal:

Coastal Television Broadcasting Company LLC
2665 Strathmore Drive
Cumming, GA 30041
Attention: William A. Fielder, III
Telephone No.: 678.777.8659
Facsimile No.: 678.947.9061
Email: bfielder@piedmonttv.com

with a required copy to:

Carlton Fields, P.A.
One Atlantic Center
1201 W. Peachtree Street, Suite 3000
Atlanta, Georgia 303095
Attn: Stephen A. Opler
Telephone No.: 404.815.3388
Facsimile No.: 404.815.3415
Email: sople@carltonfields.com

(ii) If to Vision Alaska:

c/o Stephen C. Brissette, Esq.
Wyrick Robbins Yates & Ponton LLP
4001 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Telephone No.: 919.781.4000
Facsimile No.: 919.781.4865
Email: sbrissette@wyrick.com

or to such other address as may have been furnished to Vision Alaska by Coastal or to Coastal by Vision Alaska, as the case may be.

19. Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions of this Agreement.

20. Dispute Resolution.

(a) The parties hereto shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. If the dispute is not resolved within forty-five (45) days from a disputing party's notice, either party may initiate arbitration as provided in the following Section 20(b).

(b) If the dispute has not been resolved by negotiation within the 45-day period referred to in Section 20(a) above, then upon the written request of either party to the other, such dispute shall be resolved by binding arbitration conducted by a panel of three arbitrators. The United States Arbitration Act, 9 U.S.C. §§ 1-16, and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") shall govern the interpretation, enforcement, and proceedings pursuant to this arbitration clause. Each of Vision Alaska and Coastal shall select an arbitrator, which arbitrators shall, within ten (10) days of their appointment, select a third neutral arbitrator. If a third neutral arbitrator cannot be agreed upon by the other two arbitrators within such time period, then Vision Alaska and Coastal or their attorneys may request the AAA to appoint the third neutral arbitrator. All three arbitrators shall be directed by the parties to set a schedule for determination of such dispute that is reasonable and expeditious under the circumstances. The arbitration will be conducted in Atlanta, Georgia. Prior to the commencement of hearings, each of the three arbitrators shall provide an oath or undertaking of impartiality. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. Regardless of the identity of the prevailing party, the costs, fees and expenses of the arbitrators and the AAA shall be paid solely by Coastal. In addition, regardless of the identity of the prevailing party, Coastal shall pay all reasonable fees and expenses incurred by Vision Alaska, its agents and representatives related to the location of the arbitration in Atlanta, Georgia, including, without limitation, travel to and from Atlanta and lodging expenses.

(c) In the event the parties have not resolved a dispute pursuant to Section 20(a), the parties hereby acknowledge and agree that the negotiation shall be deemed in the nature of settlement discussions and that neither the fact that the negotiation took place nor any statement or conduct of any participant in such negotiation shall be admissible into evidence in any subsequent arbitration or other dispute resolution proceeding involving the parties or their affiliates, and any disclosure in any form, including oral, by any person participating in such negotiation shall not operate as a waiver of any privilege, including attorney work product or attorney client privilege. The use of arbitration procedures will not be construed under the doctrine of laches, waiver or estoppel to affect adversely either party's right to assert any claim or defense.

21. Rules of Construction. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without

limitation.” All references to “party” and “parties” shall be deemed references to parties to this Agreement unless the context shall otherwise require. The term “or” is used in its inclusive sense (“and/or”) and, together with the terms “either” and “any” shall not be exclusive. When used in this Agreement, words such as “herein,” “hereinafter,” “hereby,” “hereof,” “hereto,” “hereunder” and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement, unless the context clearly requires otherwise. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

22. Binding Effect; Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights, interests, or obligations of either party hereunder shall be assigned, encumbered, hypothecated, or otherwise transferred without the prior written consent of the other party, such consent not to be unreasonably withheld, provided that, without such consent, either party hereto may collaterally assign its rights, benefits, duties or obligations under this Agreement to its respective lenders. No assignment permitted or consented to under this Agreement shall act as a novation and the assigning party shall not be released from, and shall remain fully liable for, all of its obligations and liabilities under this Agreement. Any assignment in violation of this Agreement shall be null and void *ab initio*. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

23. Governing Law. This Agreement shall be governed, construed, interpreted and the rights of the parties hereto determined in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

24. Duty to Consult. Each party will use commercially reasonable efforts not to take any action that would unreasonably interfere with, threaten or frustrate the other party’s purposes or business activities, and each party will keep such other party informed of, and shall coordinate with such other party regarding, any activities that may have a material effect upon such other party with respect to this Agreement.

25. Modification. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

26. Waivers of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any party hereto to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such

consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instruments. Facsimile copies of this Agreement or copies delivered by e-mail in PDF or similar format shall have the same effect as originals. Accordingly, no party hereto shall raise the use of a facsimile machine, e-mail or similar mechanism to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine, e-mail or similar mechanism as a defense to the formation of a contract, and each such party forever waives any such defense.

28. Entire Agreement. This Agreement (including the schedules and attachments hereto, which are incorporated herein by reference), the Joint Sales Agreement, any other agreement between or among the parties (or their affiliates and related parties) and dated as of the date hereof, and the documents referred to herein and therein (collectively, the "Transaction Agreements"), embody the entire agreement and understanding of the parties relating to the Stations and the subject matter hereof and thereof. The Transaction Agreements supersede all prior negotiations, letters of intent or other writings between the parties and their respective representatives with respect to the subject matter hereof and thereof.

29. Third Party Beneficiaries. All Vision Alaska Indemnified Parties and Coastal Indemnified Parties that are not parties to this Agreement are intended third party beneficiaries of the indemnification provisions set forth in this Agreement. Except as set forth in the preceding sentence, nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the parties and their respective permitted successors and permitted assigns any rights or remedies under or by virtue of this Agreement.

30. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of the authorship of any of the provisions of this Agreement.

31. Public Announcement. The parties hereto shall file with the FCC copies of this Agreement and any and all other documentation required by the FCC Requirements. As to any other announcements or press releases, no party hereto shall, and each party hereto shall direct and use reasonable efforts to cause its representatives and agents to not, directly or indirectly, issue any press release or make any public announcement, comment or statement with respect to, or otherwise divulge or disclose the existence of, this Agreement, or the transactions contemplated hereby or the terms, conditions or other aspects of such transactions without prior approval of the other party hereto (which shall not be unreasonably withheld or delayed), except as and to the extent that such party shall be obligated by law, rule or regulation, in which case the other party hereto shall be so advised and the parties hereto shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

32. Expenses. All fees and expenses of each party's respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement, the Transaction

Documents, and consummation of the transactions contemplated hereby and thereby shall be paid, reimbursed and/or borne by Coastal.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE NEXT PAGE IS THE SIGNATURE PAGE]*

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed and delivered this Shared Services Agreement as of the date first above written.

COASTAL TELEVISION BROADCASTING COMPANY LLC

By: William A. Fielder, III
Name: WILLIAM A. FIELDER, III
Title: MANAGING MEMBER

VISION ALASKA I, LLC

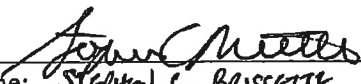
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto, by their duly authorized representatives, have executed and delivered this Shared Services Agreement as of the date first above written.

COASTAL TELEVISION BROADCASTING COMPANY LLC

By: _____
Name: _____
Title: _____

VISION ALASKA I, LLC

By:  _____
Name: STEPHEN C. BLISSETTE
Title: MANAGER